

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST ADMINISTRATORS, INC.,

Plaintiff,

v.

REPUBLIC SERVICES OF SOUTHERN
NEVADA, f/k/a Republic Silver State
Disposal, Inc., a Nevada corporation,

Defendant.

NO.

COMPLAINT TO COMPEL AUDIT

I.

Plaintiff, Northwest Administrators, Inc., is an organization incorporated under the laws of the State of Washington, with its principal place of business in King County, and is the authorized administrative agency for and the assignee of the Western Conference of Teamsters Pension Trust Fund (hereinafter "Trust").

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II.

The Western Conference of Teamsters Pension Trust Fund is an unincorporated association operating as a Trust Fund pursuant to Section 302 of the Labor Management Relations Act of 1947, as amended, to provide retirement benefits to eligible participants.

III.

This Court has jurisdiction over the subject matter of this action under Section 502(e)(1) and (f) of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §1132(e)(1) and (f) and under §301(a) of the Taft-Hartley Act, 29 U.S.C. §185(a).

IV.

Venue is proper in this District under Section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2), because the Plaintiff Trust Fund is administered in this District.

V.

Defendant, Republic Services of Southern Nevada, f/k/a Republic Silver State Disposal, Inc., is a Nevada corporation.

VI.

Defendant is bound to a collective bargaining agreement with Local 631 of the International Brotherhood of Teamsters (hereinafter "Local"), under which the Defendant is required to promptly and fully report for and pay monthly contributions to the Trust at specific rates for each hour of compensation (including vacations,

1 holidays, overtime and sick leave) said Defendant pays to its employees who are
2 members of the bargaining unit represented by the Local (such bargaining unit
3 members are any of the Defendant's part time or full time employees who perform
4 any work task covered by the Defendant's labor contract with the Local, whether or
5 not those employees ever actually join the Local).

6
7 VII.

8 Defendant accepted the Trust's Agreement & Declaration of Trust Agreement
9 ("Trust Agreement") which provides in part:

10 Each Employer shall promptly furnish to the Trustees or
11 their authorized representatives on demand any and all
12 records of his past or present Employees concerning the
13 classification of such Employees, their names, Social
14 Security numbers, amount of wages paid and hours
15 worked or paid for, and any other payroll records and
16 information the Trustees may require in connection with
17 the administration of the Trust Fund, and for no other
18 purpose. The Trustees or their authorized
19 representatives may examine any books and records of
20 each employer, which the Employer is required to furnish
21 to the Trustees on demand whenever such examination
22 is deemed necessary or desirable by the Trustees in the
23 proper administration of the Trust. If it becomes
24 necessary for the trustees to retain legal counsel to
25 compel an Employer to furnish to, or permit the
26 examination of books, or records or information by, the
Trustees or their representatives, the Employer shall
reimburse the Trust fund for all reasonable attorney's
fees and court costs incurred by the Trust Fund in
connection therewith, whether or not legal proceedings
were instituted and whether or not such examination
disclosed that the Employer has failed to make
appropriate or timely Employer Contributions to the Trust
Fund.

VIII.

The Trustees of the Western Conference of Teamsters Pension Trust deem it both necessary and advisable to the proper administration of the Trust that their authorized representatives examine the Defendant's books and records for the inclusive period of October 1, 2014 to the Present Date to determine if the Defendant previously reported for and paid to the Trust all of the amounts due for the Defendant's employment of members of the bargaining unit represented by the Trust for said period.

IX.

Despite notification to the Defendant of the Trustees' desire to conduct an audit for the period October 1, 2014 to the Present Date, and demands made upon the Defendant on the Trust's behalf for access to Defendant's records for an examination of them for that period, to date the Defendant has failed and refused to make its records available for the thorough examination the Trustees deem necessary and advisable to the proper administration of the Trust.

WHEREFORE, plaintiff, on the Trust's behalf, prays the court as follows:

1. That the Court enter an Order Compelling Audit under which Defendant shall be directed by the Court, within a specified time, to make available to the authorized representatives of the Trustees of the Trust for the period April 1, 2010 to the Present Date:

A. Cash disbursements;

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- B. Individual payroll records for 29 employees (see Attachment A – Payroll Requests);
- C. Employee roster listing all employees at the Bargaining Unit location (see Attachment A – Missing from Roster). The rosters must include at a minimum: employee name, Social Security Number; job title, employee identification number, hire date, transfer date (if applicable), termination date (if applicable); and
- D. Social Security Numbers for employees with similar last names and first initials (see Attachment A – Social Security Number).

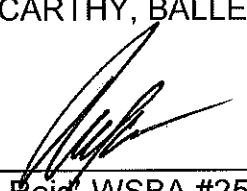
2. Afford to the authorized representatives of the Trustees of the Trusts both ample time and opportunity to examine all such materials of Defendant, at such time and at such place as shall be convenient to the Trustees' authorized representatives.

3. For judgment against the Defendant for:

- A. All of the Plaintiff's attorney's fees incurred in gaining auditor access to Defendant's records;
- B. All of the Plaintiff's costs incurred in gaining auditor access to defendant's records, and
- C. For such other and further relief as the Court may deem just and equitable.

DATED this 24th day of July, 2018.

REID, MCCARTHY, BALLEW & LEAHY,
L.L.P.



Russell J. Reid, WSBA #2560
Attorney for Plaintiff

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